

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

CRESTBROOK INSURANCE COMPANY
a/s/o MATT AND CHRISTINE RAMSEY,

Plaintiffs,

v.

GREPOW, INC.,

Defendant.

Civil Action No.:

Judge:

Magistrate Judge:

NOTICE OF REMOVAL
JURY TRIAL DEMANDED

NOTICE OF REMOVAL

NOW COMES the above-named Defendant, Grepow, Inc., by its attorneys, McCoy Leavitt Laskey LLC, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, and hereby gives notice of removal of the above-captioned action from the Circuit Court of Cook County, State of Illinois, County Department, Law Division, to the United States District Court for the Northern District of Illinois – Eastern Division. In support of removal, Defendant alleges and shows to the Court as follows:

I. INTRODUCTION

1. On July 27, 2020, Plaintiffs filed an action in the Circuit Court of Cook County, State of Illinois, County Department, Law Division, styled *Crestbrook Insurance Company a/s/o Matt and Christine Ramsey v. Grepow, Inc.* and the case was assigned No. 2020L007900. A copy of the Complaint at Law is attached hereto as **Exhibit 1**.

2. This is a civil insurance subrogation action in which the Plaintiffs are claiming damages resulting from a fire loss that occurred on or about November 13, 2018 at a residence owned by Matt and Christine Ramsey located at 3946 Franklin Avenue, Western Springs, Cook County, Illinois. Plaintiffs allege that a battery manufactured, assembled, designed, or sold by

Defendant Grepow, Inc. malfunctioned to cause the subject fire. The Complaint at Law asserts claims for negligence and strict product liability against Defendant Grepow, Inc. (**Ex. 1.**)

II. TIMELINESS OF REMOVAL

3. Plaintiff's counsel Kyle Burkhardt provided a courtesy copy of the Complaint at Law to Counsel for Defendant Grepow, Inc. on July 29, 2020 via email, before Grepow, Inc. was served with the Summons and Complaint at Law. A copy of the email attaching the courtesy copy of the Complaint at Law is attached hereto as **Exhibit 2**. This Notice of Removal is timely filed because it is filed within thirty (30) days of July 29, 2020, the date on which Defendant Grepow, Inc. first received a courtesy copy of the Complaint at Law via email from Plaintiff's counsel. (**Ex. 2.**)

III. BASIS FOR REMOVAL – DIVERSITY JURISDICTION

4. The United States District Court has original jurisdiction over this litigation filed in state court based on diversity of citizenship of the parties. This case may be removed from the Circuit Court of Cook County, State of Illinois, County Department, Law Division, to the United States District Court for the Northern District of Illinois – Eastern Division, pursuant to 28 U.S.C. § 1332 because it is a civil action between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Defendant Grepow, Inc. is incorporated in the State of California, has its principal place of business in and is deemed to be a citizen of California pursuant to 28 U.S.C. 1332(c)(1).

6. Plaintiff Crestbrook Insurance Company is incorporated in Ohio, has its principal place of business in Ohio, and is deemed to be a citizen of Ohio pursuant to 28 U.S.C. 1332(c)(1). Crestbrook issued a policy of homeowner's insurer to Matt and Christine Ramsey effective at the time of the subject fire loss and made payments to and on behalf of the Ramseys under said policy.

7. Matt and Christine Ramsey, Crestbrook's insureds, are citizens and residents of Illinois. (Ex. 1, ¶ 1.)

8. Plaintiffs are claiming damages in the amount of \$821,067.86 for property damage to the residence. (Ex. 1.) The amount in controversy thus exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

9. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. §§ 1332 and 1441(a) because it is a civil action between citizens of different states and the amount in controversy exceeds \$75,000 exclusive of costs and interest.

IV. VENUE

10. The subject fire loss forming the basis for this action occurred in Western Springs, Cook County, Illinois, making venue proper in the Northern District of Illinois – Eastern Division. (Ex. 1.)

V. FULL COMPLIANCE

10. Pursuant to 28 U.S.C. § 1446(d), Defendant Grepow, Inc. is filing this Notice of Removal with the clerk for the state court in which the State Court Action was originally filed. Copies of the Notice to the Circuit Court of Cook County, State of Illinois, County Department, Law Division, together with this Notice of Removal with exhibits, are being served upon the Plaintiffs through their attorneys of record pursuant to 28 U.S.C. § 1446(d). Counsel who has appeared on behalf of the Plaintiffs in the state court action is:

Kyle R. Burkhardt, Esq.
Law Office of Frank S. Capuani
135 S. LaSalle Street, Suite 2950
Chicago, IL 60603
Telephone: (312) 263-0093
Email: Burkhk3@nationwide.com

WHEREFORE, Defendant Grepow, Inc. hereby removes the above-captioned action now pending against it in the Circuit Court of Cook County, State of Illinois, County Department, Law Division to the United States District Court for the Northern District of Illinois – Eastern Division to assume full jurisdiction over this action as provided by law.

Respectfully submitted,

McCOY LEAVITT LASKEY LLC
Attorneys for Defendant Grepow, Inc.

Dated: August 13, 2020

By: /s/ Eugene M. LaFlamme
Eugene M. LaFlamme
ILND-GT-11876; ARDC No. 6304557
225 W. Washington Street
Suite 2200
Chicago, IL 60606
Telephone: 262-522-7000
Facsimile: 262-522-7020
elaflamme@MLLlaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this document was served on the 13th day of August, 2020, upon all parties in the above cause by serving the attorneys of record at their respective addresses disclosed on the pleadings. Service was made by:

☐ U.S. Mail ☐ Hand-Delivery ☐ Email Facsimile ☒ Other – EDMS

Attorney for Claimants, Crestbrook Insurance Co.

a/s/o Matt & Christine Ramsey

Kyle R. Burkhardt, Esq.

Law Office of Frank S. Capuani

135 LaSalle Street, Ste. 2950

Chicago, IL 60603

Burkh3@nationwide.com

Mary B. Schramm

Schramm1@nationwide.com

/s/ Michelle M. Neil

Michelle M. Neil, Legal Assistant

Atty ARDC No. 6242612/Firm No. 62495

18-019291/CLM00044678

FILED
7/27/2020 2:35 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020L007900

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

CRESTBROOK INSURANCE COMPANY)
a/s/o MATT and CHRISTINE RAMSEY,)
)
Plaintiff,)
)
v.)
)
GREPOW, INC.,)
)
Defendant.)
)
)
)

9898855

No. 2020L007900

Amount Claimed:\$821,067.86

COMPLAINT AT LAW

NOW COMES the Plaintiff, CRESTBROOK INSURANCE COMPANY a/s/o MATT and CHRISTINE RAMSEY ("the Ramsey's"), by its attorneys, the Law Office of Frank S. Capuani, and for its Complaint against Defendant, GREPOW, INC., states the following:

JURISDICTION AND VENUE

1. Plaintiff's subrogees, Matt and Christine Ramsey, are Cook County residents and currently reside at 3946 Franklin Avenue, Western Springs, IL 60558.

2. Plaintiff, Crestbrook Insurance Company ("Crestbrook"), is a corporation authorized to issue insurance policies in the State of Illinois.

3. Defendant, GREPOW, Inc., was and is a Corporation with its principal place at 6681 Sierra Lane, Suite F, Dublin, CA and was licensed to do business in Cook County, Illinois.

4. The incident that is the subject of this lawsuit occurred at 3946 Franklin Avenue, Western Springs, Illinois, Cook County, State of Illinois.

GENERAL ALLEGATIONS

5. On or about November 13, 2018, Crestbrook had in full force and effect a policy of insurance numbered HO00036829 with its named insureds Matt and Christine Ramsey which insured the property located at 3946 Franklin Avenue, Western Springs, Illinois, Cook County, State of Illinois. The insurance policy insured the Ramsey's property against physical loss or damage.

6. This action stems from fire damage that occurred at the residence that was owned by Matt and Christine Ramsey on November 13, 2018, located at 3946 Franklin Avenue, Western Springs, Illinois, Cook County, State of Illinois.

7. To Plaintiff's knowledge and belief, and at all times relevant hereto, Defendant, , was and is in the business of selling, marketing and manufacturing lithium batteries and putting them in the stream of commerce in the State of Illinois.

8. On or about November 13, 2018, the Ramsey's owned and resided at the property located at 3946 Franklin Avenue, Western Springs, Illinois.

9. On information and belief on June 15, 2018, a Tattu 4S LiPo Battery 75C, manufactured and sold by GREPOW, was purchased.

10. On or about November 13, 2018, fire infiltrated the residence of Matt and Christine Ramsey's due to a defect and malfunction of the Tattu 4S LiPo Battery 75C at the Ramsey's residence.

11. As a direct and proximate result of the defect and/or malfunction of the Tattu 4S LiPo Battery 75C in the residence, the premises owned and occupied by the Ramsey's suffered significant fire damage.

12. Pursuant to the terms of its insurance policy with Crestbrook, the Ramsey's made a claim seeking indemnification and reimbursement of damages resulting from the November 13, 2018 fire damage.

13. Pursuant to the policy of insurance between Crestbrook and the Ramsey's, CRESTBROOK INSURANCE COMPANY has paid to and on behalf of its insureds monies for the repair and restoration for all of the property damaged by the defect and malfunction of the Tattu 4S LiPo Battery 75C.

COUNT I – NEGLIGENCE
GREPOW, INC.

14-28. CRESTBROOK repeats and realleges paragraphs 1 through 13 of the General Allegations set forth above as paragraphs 14 through 28 of this Count I, as though fully set forth herein.

29. At all relevant times, the Defendant owed a duty to exercise reasonable care and caution in the sale, assembly and/or design of the 4S LiPO Battery 75C placed in the residence at 3946 Franklin Avenue, Western Springs, Illinois, so as not to cause damage to the property as a result of a defect and/or malfunction.

30. Notwithstanding the aforementioned duty and breach thereof, the Defendant committed one or more of the following negligent acts or omissions:

- a) improperly manufactured the aforesaid lithium battery in such a manner as to prevent defects causing malfunctions from catching on fire;
- b) failed to warn the Plaintiff and/or its insureds that the lithium battery was defective; and
- c) was otherwise careless and negligent.

32. As a direct and proximate result of the foregoing negligent and careless acts and/or omissions by the Defendant, GREPOW, the Ramsey's were caused to suffer significant fire damage to their property referenced above.

33. As a direct and proximate result of one or more of the negligent and careless acts and/or omissions by the Defendant, GREPOW, Crestbrook was obligated to pay for the damages suffered by its insureds because of the Tattu 4S LiPo Battery 75C malfunction.

WHEREFORE, Plaintiff, CRESTBROOK INSURANCE COMPANY a/s/o MATT and CHRISTINE RAMSEY'S, prays for judgment, in the amount of \$821,067.86 plus costs, against Defendant, GREPOW, INC., and any other such relief as this Court deems just and proper.

COUNT II – STRICT LIABILITY
GREPOW, INC.

34. CRESTBROOK repeats and realleges paragraphs 1 through 13 of the General Allegations set forth above as paragraphs 14 through 28 of this Count I, as though fully set forth herein.

35. Defendant, Grepow, manufactured and sold the 4S LiPO Battery 75C which was involved in the instant accident.

36. It was the duty of the defendant in manufacturing and selling the battery to make it reasonably safe for its intended and foreseeable uses and to ascertain that the battery was free from defects which would render it safe.

37. Notwithstanding the aforementioned duty and breach thereof, the defendant manufactured and sold the subject battery in a defective, unsafe and unreasonably dangerous condition in one or more of the following respects:

- a) was not reasonably safe for its intended or foreseeable uses;
- b) failed to warn the Plaintiff and/or its insureds that the lithium battery was defective; and
- c) was otherwise unreasonably dangerous for its intended and foreseeable uses.

38. As a direct and proximate result of one or more of the foregoing defects by the Defendant, GREPOW, the Ramsey's were caused to suffer significant fire damage to their property referenced above.

39. As a direct and proximate result of one or more of the foregoing defects by the Defendant, GREPOW, Crestbrook was obligated to pay for the damages suffered by its insureds because of the Tattu 4S LiPo Battery 75C malfunction.

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Respectfully submitted:

CRESTBROOK INSURANCE COMPANY
a/s/o MATT and CHRISTINE RAMSEY,
Plaintiff



By: _____
KYLE R. BURKHARDT, ESQ.

Law Office of Frank S. Capuani - ARDC No.: 6242612
Attorneys for Plaintiff
135 S. LaSalle Street, Suite 2950
Chicago, IL 60603
Main: (312) 263-0093
Email: Burkhk3@nationwide.com

From: [Burkhardt, Kyle R](#)
To: [Michael Aiken](#)
Cc: [Eugene LaFlamme](#); [Angela Hinrichs](#)
Subject: RE: Ramsey battery fire
Date: Wednesday, July 29, 2020 11:09:24 AM
Attachments: [Ramsey Pltf Complaint \(2\).pdf](#)

Counsel,

We have filed suit and put it out for service. As a courtesy, I am attaching a copy of the filed Complaint.

Kyle R. Burkhardt, Esq.

Senior Trial Attorney
Law Office of Frank S. Capuani
135 South LaSalle Street, Suite 2950
Chicago, Illinois 60603
(312) 263-0093 (office)
(312) 917-5254 (direct)
(312) 285-1491 (cell)

Burkhhk3@nationwide.com

Employees of Nationwide® Mutual Insurance Company

Not a legal partnership

Many associates in our office will be working remotely. To help us with this process, please refrain from sending paper mail, and instead direct all documents only to my secretary, Mary

Schramm at schramm1@nationwide.com

You may continue to send me regular emails during this time.

Atty ARDC No. 6242612/Firm No. 62495

18-019291/CLM00044678

FILED
7/27/2020 2:35 PM
DOROTHY BROWN
CIRCUIT CLERK
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Amount Claimed:\$821,067.86

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a/s/o MATT and CHRISTINE RAMSEY,
Plaintiff



By: _____
KYLE R. BURKHARDT, ESQ.

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